

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
Time Stamp
2009 DEC 10 P 2:55

TOTAL BASE BID 5,280,000
ALT NO. 1 51,000
ALT NO. 2 127,500
ALT NO. 3 19,000
Alt No. 4 15,000
Alt No. 5 _____

BID DATE: Thursday, December 10, 2009

Project Manager: Agatha Ng – 535-8350

CALABAZAS BRANCH LIBRARY

BIDDER NAME: Zovich

Bond ☒ Cashier's Check _____

Addendums Included ()

YES ☒ NO _____

NonCollusion Affidavit

YES ☒ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR CALABAZAS BRANCH LIBRARY

Name of Bidder: ZOVICH & SONS INC

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on October 27, 2009 entitled **CALABAZAS BRANCH LIBRARY** and the Specifications approved by the Director of Public Works on October 27, 2009 entitled **CALABAZAS BRANCH LIBRARY** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished (cont. on page 2 of 3)

DESCRIPTION OF WORK:

Furnish all necessary labor, materials, equipment, and incidentals to complete the work, as described in the plans and Specifications for this project.

BID ITEM:

For the **CALABAZAS BRANCH LIBRARY**⁽¹⁻⁴⁾

**TOTAL BID PRICE
FOR EACH ITEM**
(in figures):

Project Description: All work described for the construction of a 10,500sf One Story facility known as the Calabazas Branch Library Project as noted in the project manual and drawings, including allowances described below:

Allowance 1: Utility connections fees.	\$150,000
Allowance 2: SWPPP/Erosion Control requirements.	30,000
Allowance 3: CEQA Mitigation Monitoring and reporting.	30,000
Allowance 4: Third Party Special Inspection for Structural and Soil certification.	150,000
Allowance 5: Third Party Hazardous Materials Monitoring Agency.	25,000

Total Allowances: \$385,000

TOTAL BASE BID The amount of the Total Base bid set forth here includes each of the above Allowances (no exceptions):

Base Bid:

5,280,000

BID ADD ALTERNATES: ⁽¹⁾⁽²⁾

1. **Alternate 1:** Exterior Metal Panel Siding MP2 (Ribbed Panel)

Add #1: \$ 51,000

2. **Alternate 2:** Exterior Metal Panel Siding MP1 (Zinc Panels)

Add #2: \$ 127,500

3. **Alternate 3:** Exterior Concrete Benches with color coating and Anti-graffiti coating; and yellow exterior Pavers

Add #3: \$ 19,000

4. **Alternate 4:** Interior – Add Glazing and Frame at Group Study Room

Add #4: \$ 15,000

NOTES:

- (1) Bid Alternates prices are to include the Contractor General Conditions, Project and Overhead, bonding and related costs specified to the scopes of work for each individual Alternate.
- (2) Refer to **Specification Section 01230** for additional information for each "Alternate" alternate work.
- (3) See the Special Provisions Section in this project manual for descriptions of "Award of Contract".
- (4) Base bid value amount is to include the Allowance value as indicated in **Specification Section 01210**, "Allowances".

(cont. from page 1 of 3) in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

BIDDER (GENERAL CONTRACTOR): Zovich & Sons (page 1)

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Kilik	San Jose	demo
Kilik	San Jose	grading
Pipe Net	Chico	site utilities
Tree to Green	Brentwood	landscape
Rit Concrete	San Jose	site concrete
Norcal Steel	Union City	rebar
Mike Owen Fab	Bakersfield	struc steel
BEK Mill	Newark	casework
all seasons	San Jose	built up roof
Pacific Erectors	Rocklin	mfl. wall pnls
Rocklin Door	Rocklin	d/f/h
Amax	Sunnyvale	alum windows
DRD	Berkeley	mfl studs / drywall
Snava	Hayward	plaster
acoustic specialists	San Jose	acoust. ceiling/wall panels
Ortega Floor	Sacramento	flooring
Slater Paint	San Francisco	painting
Ross McDonald	Livermore	library stack syst

LIST OF SUBCONTRACTORS (Cont.)

BIDDER (GENERAL CONTRACTOR): Zavich & Sons

(page 2)

[illegible]

LIST OF SUBCONTRACTORS (Cont.)

BIDDER (GENERAL CONTRACTOR): Zovich & Sons (page 3)

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

BIDDER (GENERAL CONTRACTOR):

Zovich & Sons

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract. (Contractor may Include Company own Bidders' Experience sheet instead).

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

p/s see attached "Project History"		

STATEMENT OF BIDDER'S EXPERIENCE (Cont.)

BIDDER (GENERAL CONTRACTOR): Zovich & Sons

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract. **(Contractor may Include Company own Bidders' Experience sheet instead).**

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

p/s see attached "Project History"		

ZOVICH & SONS, INC.

2485 Technology Dr

Hayward, CA 94545

p(510)784-1273 f(510)784-0173

PROJECT HISTORY

Client: West Valley-Mission Community College District
Contact Person: Javier Castruita
Contact Ph. No. & Fax: p-408-741-2195
Architect: Steinberg Architects 408-295-5446
Project Name: West Valley College Fox Technology Cntr
Project Address: 14000 Fruitvale Saratoga Ca
Type of Work: new construction
Earthquake Resistant: Construction/Modernization- NO
Contract Amount: \$12,900,000
Total C/O Amt 0
Contract Time: 380 cal days
Scheduled Comp Date: 10/30/2009
of Days Extension: 0
Current Status: 95% complete
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Marco Zovich
Project Manager: Ante Zovich Jr
LEED: No

Client: City of Fremont
Contact Person: Keith Anderson - Harris & Associates
Contact Ph. No. & Fax: 510-494-9602/ 510-494-9861
Architect: WLC Architects - Jefferson Yu 916-355-9922
Project Name: Fremont Fire Station #2
Project Address: 37299 Niles Blvd Fremont Ca
Type of Work: new construction 5k(sqft) fire station
Earthquake Resistant: Construction/Modernization- NO
Contract Amount: \$3,799,000
Total C/O Amt 0
Contract Time: 365 cal days
Scheduled Comp Date: 10/30/2009
of Days Extension: 0
Current Status: 98% complete
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Ante Zovich
Project Manager: Tammy Zovich
LEED: Silver

Client: West Valley-Mission Community College District
Contact Person: Javier Castruita
Contact Ph. No. & Fax: p-408-741-2195
Architect: Steinberg Architects 408-295-5446
Project Name: West Valley College Aquatic Cntr
Project Address: 14000 Fruitvale Saratoga Ca
Type of Work: new construction
Earthquake Resistant: Construction/Modernization- NO
Final Contract Amount: \$5,313,000
Total C/O Amt \$10,000

Contract Time: 180 days
Scheduled Comp Date: 1/20/2008
of Days Extension: 60 days
Current Status: actual completion 3/20/2008
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Ante Zovich
Project Manager: Ante Zovich Jr/Tammy Zovich (assistant)
LEED: No

Client: Santa Clara Valley Water District
Contact Person: Christopher Hakes
Contact Ph. No. & Fax: 408-265-2607 x3796/408-979-5691
Architect: Havdison Komatsu Ivelich & Tucker 510-625-9800
Project Name: Almaden New Water Quality Laboratory
Project Address: 1020 Blossom Hill Rd, San Jose CA
Type of Work: Construction of new laboratory bld
Earthquake Resistant: Construction/Modernization- NO
Final Contract Amount: \$17,900,000
Total C/O Amt \$340,000
Contract Time: 425 calendar days
Scheduled Comp Date: 2/15/2008
of Days Extension: 60 days
Current Status: actual completion 4/25/2008
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Marco Zovich
Project Manager: Ante Zovich Jr/Tammy Zovich (assistant)
LEED: No

Client: Contra Costa Community College District
Contact Person: Jeff Kingston
Contact Ph. No. & Fax: p-925-229-1000
Architect: tBP Architects 925-246-6419 Tom Beckett
Project Name: Los Medanos College Info Resource Center
Project Address: 2700 E Leland Rd, Pittsburg, CA
Type of Work: New construction of library & offices, 34k sqft
Earthquake Resistant: Construction/Modernization- NO
Final Contract Amount: \$11,042,000
Total C/O Amt \$340,000
Contract Time: 450 days
Scheduled Comp Date: 9/26/2007
of Days Extension: 60 days
Current Status: actual completion 1/17/2007
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Marco Zovich/Ante Zovich
Project Manager: Ante Zovich Jr
LEED: No

Client: Loma Prieta Unified School District
Contact Person: Tom Levenhagen
Contact Ph. No. & Fax: p-408-353-8632/ f-408-8792
Architect: BCA 210 Hammond Ave Fremont Ca p-510-445-1000
Project Name: CT English MS New Construction
Project Address: 23800 Summit Rd Los Gatos Ca 95033

Type of Work: new construction 4 1 story blds, 19k sqft
Earthquake Resistant: Construction/Modernization- NO
Contract Amount: \$4.5MM
Contract Time: 365 days
Current Status: completed 10/11/2006
Stop Notices: none
Lawsuits: none
Liquidates Penalties: none
Superintendent: Ante Zovich
Project Manager: Tammy Zovich
LEED: No

Client: Pleasanton Unified School District
Contact Person: Hugh Anton
Contact Ph. No. & Fax: P-925-426-4404 F-925-426-0564
Architect: ATI Architects-3860 Blackhawk Rd Danville CA 925-648-8800
Project Name: Harvest Park Middle School Special Ed Preschool
Project Address: 4900 Valley Ave, Pleasanton, CA 94566
Type of Work: portable classrooms
Contract Amount: \$560,000
Contract Time: 4 months
Current Status: Completed 4/05
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, none assessed
LEED: No

Client: San Ramon Valley Unified School District
Contact Person: Steve Bautista-School District Project Manager
Contact Ph. No. & Fax: p(925)552-5986 f(925)552-0598
Architect: Anderson & Doig Structural Engineers
Project Name: Monte Vista HS Gymnasium
Project Address: 3131 Stone Valley Rd, Danville, CA 94526
Type of Work: Structural Repairs
Contract Amount: \$800,000
Contract Time: 4 months
Current Status: Completed Aug 2004
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, none assessed
LEED: No

Client: Fremont Union High School District
Contact Person: Sharon Serrano-3DI Construction Management, Project Manager
Contact Ph. No. & Fax: p(408)522-2203 f(408)522-2234
Architect: The Steingberg Group-60 Pierce Ave San Jose, CA 408-295-5446
Project Name: Lynbrook High School-New Field House & Gym and Cove Remodel
Project Address: 1280 Johnson Ave, San Jose, CA
Type of Work: New Building Construction and Remodel of 2 Existing Buildings
Contract Amount: \$4,042,000
Contract Time: 1yr
Current Status: Completed October 15, 2003
Stop Notices: (1)-resolved
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed
LEED: No

Client: Eastern Contra Costa Transit Authority/Tri Delta Transit
Contact Person: Steve Ponte, Owner's Vice President
Contact Ph. No. & Fax: p(925)754-6622 f(925)754-2530
Architect: Carter & Burges, Inc-300 Frank H Ogawa Plz #10 Oakland, CA 510-465-8400
Project Name: Maintenance Facility Expansion Project
Project Address: 801 Wilbur Ave, Antioch, CA
Type of Work: Construction of new maintenance bld & new headquarters district bld, 25k sqft
Contract Amount: \$5,000,000
Contract Time: 11 Months
Current Status: Completed April, 2004
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed
LEED: No

Client: Fremont Union High School District
Contact Person: Sharon Serrano-3DI Construction Management, Project Manager
Contact Ph. No. & Fax: p(408)522-2203 f(408)522-2234
Architect: The Steingberg Group-60 Pierce Ave San Jose, CA 408-295-5446
Project Name: Lynbrook High School- New Library
Project Address: 1280 Johnson Ave, San Jose, CA
Type of Work: New Building Construction
Contract Amount: \$2,500,000
Contract Time: 1yr
Current Status: Completed July 2002
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed
LEED: No

Client: San Ramon Valley Unified School District
Contact Person: Steve Bautista-School District Project Manager
Contact Ph. No. & Fax: p(925)552-5986 f(925)552-0598
Architect: Akol & Yoshii-1407 Oakland Blvd Walnut Creek CA 925-934-5522
Project Name: Alamo Elementary School-New Multi Purpose Building
Project Address: 100 Wilson Rd, Alamo, CA
Type of Work: New Building Construction
Contract Amount: \$1,500,000
Contract Time: 9 Months
Current Status: Completed December 2002
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed
LEED: No

Client: City of Concord
Contact Person: Behjat Zanjnail, Project Manager
Contact Ph. No. & Fax: p(925)671-3402
Architect:
Project Name: Concord Child Care Center
Project Address: 1380 Detroit Ave, Concord, CA
Type of Work: New Building Construction
Contract Amount: \$500,000
Contract Time: 6 Months
Current Status: Completed July 2001
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed

Client: San Mateo Union High School District
Contact Person: John Holm-Vanir Construction Management Project Manager
Contact Ph. No. & Fax: p(650)375-7110
Architect:
Project Name: ADA Upgrades
Project Address: (Various High School Sites)
Type of Work: Modernization
Contract Amount: \$1,000,000
Contract Time: 9 Months
Current Status: Completed June 2000
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed

Client: San Leandro Unified School District
Contact Person: Jean Moore-Vanir Construction Management Project Manager
Contact Ph. No. & Fax: p(510)895-7931
Architect:
Project Name: Portable Classrooms
Project Address: 1279 San Leandro Blvd, CA
Type of Work: Construction of Temporary Classrooms inc associated site utilites
Contract Amount: \$500,000
Contract Time: 3 Months
Current Status: Completed December 1999
Stop Notices: None
Lawsuits: None
Liquidates Penalties: Part of Contract, None Assessed

ATTACHMENT 1

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I – REQUIREMENT

These provisions, entitled, **“NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS** are incorporated in and made part of the Special Provisions.

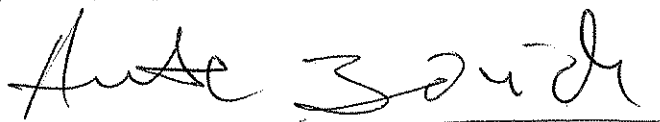
In addition, each bidder must - as part its **“PROPOSAL TO CITY OF SAN JOSE”** for this project - declare under penalty of perjury that in listing subcontractors in its bid it has not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. See, **PROPOSAL TO CITY OF SAN JOSE**.

SECTION II – CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001 shall be applicable.

SECTION III – VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 4.10 of Title 4, Debarment of Contractors From City Contracts


Ante Zovich - President

December 2, 2009

**ADDENDUM NO. 1
FOR THE
CALABAZAS BRANCH LIBRARY**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **CALABAZAS BRANCH LIBRARY PROJECT**.

GENERAL:

Please find attached Addenda No. 1 with modified Project Manual and Drawings. Drawings are issued in sketch form, 8 ½" x 11". A complete listing of all modified Project Manual and Drawings sheets is included in the attached documentation.

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of THIS SHEET with the bid. Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:


Katherine Jensen
Division Manager

<u>Zovich & Sons</u>	<u>12/4/09</u>
Bidder's Name	Date
<u>Aube Zovich - President</u>	
Signature & Title of Bidder	

December 4, 2009

**ADDENDUM NO. 2
FOR THE
CALABAZAS BRANCH LIBRARY**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **CALABAZAS BRANCH LIBRARY PROJECT**.


GENERAL:

Please find attached Addenda No. 1 with modified Project Manual and Drawings. Drawings are issued in sketch form, 8 1/2" x 11". A complete listing of all modified Project Manual and Drawings sheets is included in the attached documentation.

INSTRUCTIONS TO BIDDER:

The bidder must sign this addendum in the space provided below and return one signed copy of THIS SHEET with the bid. Failure to return this signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:


Katherine Jensen
Division Manager

<u>Zanich & Sons Inc</u>	<u>12/4/09</u>
Bidder's Name	Date
<u>Art Zanich - President</u>	
Signature & Title of Bidder	

NONCOLLUSION AFFIDAVIT

Project Title: CALABAZAS BRANCH LIBRARY

Ante Zovich
(print name), being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 12/10/09

Zovich & Sons Inc

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: _____

Expiration Date: _____

State Contractor Lic. No.: 287113

Classification: B

Expiration Date: 7/31/11

Federal I. D. No.: 94-3389786

Address: 2485 Technology Dr

Hayward Ca 94545

By: Ante Zovich

Telephone: 510 784 1273

Title: President

NOTARY

On 12-10-09 before me, Kenneth Xu, personally

appeared Ante Zovich (name and title of officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

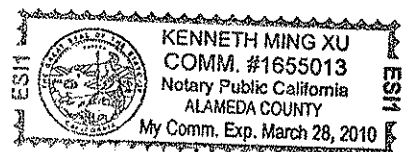
WITNESS my hand and official seal.

Signature K Xu

Notary Public

(Seal)

Page 3 of 3



BIDDER'S BOND

Bond No. 975ZC202

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Zovich and Sons Inc. dba Zovich Construction as PRINCIPAL, and Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Maryland and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of the Total Bid Amount

DOLLARS

(\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk Office, CITY OF SAN JOSE, City Hall, 200 E. Santa Clara St., Wing, 2nd floor, San Jose, CA 95113 on December 10, 2009 for CALABAZAS BRANCH LIBRARY.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 10th day of November, 2009.

PRINCIPAL

SURETY

Zovich and Sons Inc. dba Zovich Construction
Legal Company Name

Fidelity and Deposit Company of Maryland
Legal Company Name

Corporation
Indicate Type of Entity

By *Ante Zovich*
Title: Ante Zovich, President

By *Stanley J. Matranga*
Title: Stanley J. Matranga
Attorney-in-Fact

By *President*
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Stanley J. MATRANGA, of Carmichael, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stanley J. MATRANGA, dated May 14, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of October, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

Paul C. Rogers

By:

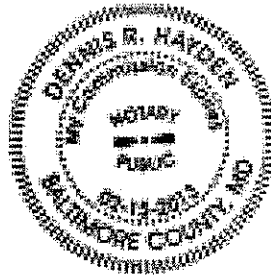
Paul C. Rogers

Vice President

State of Maryland } ss:
Baltimore County }

On this 9th day of October, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 10th day of November, 2009.


Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Sacramento)

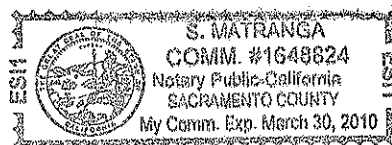
On November 10, 2009 before me, S. Matranga, Notary Public
(insert name and title of the officer)

personally appeared Stanley J. Matranga,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)